

Exhibit 3

1 LARY ALAN RAPPAPORT (SBN 87614)
 2 PROSKAUER ROSE LLP
 3 2049 Century Park East
 4 32nd Floor
 5 Los Angeles, California 90067-3206
 6 Tel: (310) 557-2900
 7 Fax: (310) 557-2193

8 MICHAEL A. CARDOZO (Admitted *Pro Hac Vice*)
 9 BRADLEY I. RUSKIN (Admitted *Pro Hac Vice*)
 10 JEREMY R. FEINBERG (Admitted *Pro Hac Vice*)
 11 PROSKAUER ROSE LLP
 12 1585 Broadway
 13 New York, NY 10036
 14 Tel: (212) 969-3000
 15 Fax: (212) 969-2900

16 Attorneys for Defendants NHL ENTERPRISES, L.P., NEW YORK
 17 ISLANDERS HOCKEY CLUB, L.P., d/b/a NEW YORK ISLANDERS,
 18 MADISON SQUARE GARDEN, L.P., d/b/a NEW YORK RANGERS,
 19 CHICAGO BLACKHAWK HOCKEY TEAM, INC., d/b/a CHICAGO
 20 BLACKHAWKS, MIGHTY DUCKS HOCKEY CLUB, INC., d/b/a
 21 MIGHTY DUCKS OF ANAHEIM, LOS ANGELES KINGS HOCKEY
 22 CLUB, L.P. d/b/a LOS ANGELES KINGS, AND SAN JOSE SHARKS,
 23 L.P. d/b/a SAN JOSE SHARKS

14
 15 UNITED STATES DISTRICT COURT
 16 SOUTHERN DISTRICT OF CALIFORNIA
 17

18 KINGRAY, INC. d/b/a THE BEER HUNTER,)
 19 a California corporation; DANRAY, INC. d/b/a THE)
 20 BEER HUNTER, a South Dakota corporation;)
 21 RAYBAN, INC. d/b/a THE BEER HUNTER, a)
 22 South Dakota corporation; and BOBRAY)
 23 RESTAURANTS, INC. d/b/a THE BEER)
 24 HUNTER, a California corporation;)

25 Plaintiffs,

26 v.

27 NHL ENTERPRISES, INC., a Delaware)
 28 corporation, d/b/a THE NATIONAL HOCKEY)
 LEAGUE; NEW YORK ISLANDERS HOCKEY)
 CLUB, L.P. d/b/a NEW YORK ISLANDERS, a)
 limited partnership; NEW YORK RANGERS, INC.)
 d/b/a NEW YORK RANGERS, a New York)
 corporation; CHICAGO BLACKHAWK HOCKEY)
 TEAM, INC. d/b/a CHICAGO BLACKHAWKS, an)

(Continued on next page)

File No. 00 CV 1544 L (POR)

CLASS ACTION

ANSWER

DEMAND FOR JURY TRIAL

1 Illinois corporation; MIGHTY DUCKS HOCKEY)
 2 CLUB, INC. d/b/a ANAHEIM MIGHTY DUCKS, a)
 3 California corporation; LOS ANGELES KINGS)
 4 HOCKEY CLUB, L.P. d/b/a LOS ANGELES)
 5 KINGS, a limited partnership; SAN JOSE SHARKS)
 6 CORP. d/b/a SAN JOSE SHARKS, a California)
 7 corporation; DIRECTV, INC., a California)
 8 corporation,

9 Defendants.

10 Defendants NHL Enterprises, L.P., erroneously sued as NHL Enterprises, Inc., d/b/a The
 11 National Hockey League, New York Islanders Hockey Club, L.P., d/b/a New York Islanders,
 12 Madison Square Garden, L.P., d/b/a New York Rangers, erroneously sued as New York Rangers,
 13 Inc. d/b/a New York Rangers, Chicago Blackhawk Hockey Team, Inc., d/b/a Chicago Blackhawks,
 14 Mighty Ducks Hockey Club, Inc., d/b/a Mighty Ducks of Anaheim, erroneously sued as Mighty
 15 Ducks Hockey Club, Inc. d/b/a Anaheim Mighty Ducks, Los Angeles Kings Hockey Club, L.P.
 16 d/b/a Los Angeles Kings, and San Jose Sharks, L.P., d/b/a San Jose Sharks, erroneously sued as San
 17 Jose Sharks Corp. d/b/a San Jose Sharks (collectively the "NHL Defendants"), for themselves alone
 18 and for no other defendant, hereby answer the Complaint dated August 1, 2000 (the "Complaint")
 19 of plaintiffs Kingray, Inc. d/b/a the Beer Hunter, Danray, Inc. d/b/a the Beer Hunter, Rayban, Inc.
 20 d/b/a the Beer Hunter, and Bobray Restaurants, Inc. d/b/a the Beer Hunter, ("Plaintiffs") and allege
 21 as follows:

22 I.

23 **INTRODUCTION**

24 1. Paragraph 1 of the Complaint sets forth legal conclusions as to which no response is
 25 required. To the extent that a response is required, the NHL Defendants deny the allegations set
 26 forth in paragraph 1.

II.

THE PARTIES

2. The NHL Defendants lack sufficient knowledge or information to admit or deny the allegations set forth in paragraph 2 and on that basis generally and specifically deny each and every allegation contained in said paragraph.

3. The NHL Defendants lack sufficient knowledge or information to admit or deny the allegations set forth in paragraph 3 and on that basis generally and specifically deny each and every allegation contained in said paragraph.

4. The NHL Defendants lack sufficient knowledge or information to admit or deny the allegations set forth in paragraph 4 and on that basis generally and specifically deny each and every allegation contained in said paragraph.

5. The NHL Defendants lack sufficient knowledge or information to admit or deny the allegations set forth in paragraph 5 and on that basis generally and specifically deny each and every allegation contained in said paragraph.

6. The NHL Defendants deny the allegations of paragraph 6, except admit that NHL Enterprises, L.P. ("NHLE") is a limited partnership, whose principal place of business is 1251 Avenue of the Americas, New York, NY 10020. The NHL Defendants state that NHL Enterprises, L.P. is incorrectly sued herein as NHL Enterprises, Inc. and further deny that NHLE was or is doing business as the National Hockey League ("NHL").

7. The NHL Defendants deny the allegations of paragraph 7, except admit that New York Islanders Hockey Club, L.P., d/b/a New York Islanders is a limited partnership whose principal place of business is 1255 Hempstead Turnpike, Uniondale, NY 11553.

8. The NHL Defendants deny the allegations of paragraph 8, except admit that Madison Square Garden, L.P. d/b/a New York Rangers is a limited partnership, with its principal place of business at Two Pennsylvania Plaza, 14th Floor, New York, New York 10121. The NHL Defendants state that Madison Square Garden, L.P. has been incorrectly sued herein as New York Rangers, Inc.

9. The NHL Defendants deny the allegations of paragraph 9, except admit that Chicago Blackhawks Hockey Team, Inc., d/b/a Chicago Blackhawks is a corporation with its principal place

1 of business at 1901 West Madison Street, Chicago, IL 60612.

2 10. The NHL Defendants deny the allegations of paragraph 10, except admit that Mighty
3 Ducks Hockey Club, Inc., d/b/a Mighty Ducks of Anaheim is a corporation with its principal place
4 of business at 2695 Katella Avenue, Anaheim, CA 92806.

5 11. The NHL Defendants deny the allegations of paragraph 11, except admit Los Angeles
6 Kings Hockey Club, L.P. d/b/a Los Angeles Kings is a limited partnership with its principal place
7 of business at 1111 S. Figueroa, Los Angeles, CA 90015.

8 12. The NHL Defendants deny the allegations of paragraph 12, except admit that San
9 Jose Sharks, L.P., d/b/a San Jose Sharks is a limited partnership, with its principal place of business
10 at 525 West Santa Clara Street, San Jose, CA 95113. The NHL Defendants state that San Jose
11 Sharks, L.P. has been incorrectly sued herein as San Jose Sharks Corp.

12 13. The NHL Defendants lack sufficient knowledge or information to admit or deny the
13 allegations set forth in paragraph 13, and on that basis generally and specifically deny each and every
14 allegation contained in said paragraph.

15 14. The NHL Defendants deny the allegations of paragraph 14.

16 15. The NHL Defendants deny the allegations of paragraph 15.

17 16. The NHL Defendants admit that the NHL has the right to sell the right to distribute
18 a package of NHL game telecasts of its Member Clubs as NHL Center Ice. Except as expressly
19 admitted herein, the NHL Defendants deny each and every remaining allegation in paragraph 16.

20

21

III.

22

CLASS ALLEGATIONS

23 17. The NHL Defendants admit that Plaintiffs purport to bring this action as a class action
24 and that paragraph 17 sets forth the Complaint's use of the term "Class A." Except as expressly
25 admitted herein, the NHL Defendants deny each and every allegation contained in paragraph 17 and
26 specifically deny that this action is properly maintainable as a class action.

27 18. The NHL Defendants admit that Plaintiffs purport to bring this action as a class action
28 and that paragraph 18 sets forth the Complaint's use of the term "Class A'." Except as expressly

1 admitted herein, the NHL Defendants deny each and every allegation contained in paragraph 18 and
2 specifically deny that this action is properly maintainable as a class action.

3 19. Paragraph 19 sets forth legal conclusions as to which no response is required. To the
4 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
5 19. The NHL Defendants specifically deny that this action is properly maintainable as a class action.

6 20. Paragraph 20 sets forth legal conclusions as to which no response is required. To the
7 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
8 20. The NHL Defendants specifically deny that this action is properly maintainable as a class action.

9 21. Paragraph 21 sets forth legal conclusions as to which no response is required. To the
10 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
11 21. The NHL Defendants specifically deny that this action is properly maintainable as a class action.

12 13 IV.

14 JURISDICTION AND VENUE

15 22. The NHL Defendants admit that Plaintiffs filed the complaint and purport to seek
16 relief for alleged violations of certain federal and state laws. Except as expressly admitted herein,
17 the NHL Defendants deny each and every remaining allegation in paragraph 22 and specifically deny
18 that plaintiffs have suffered any injury or are entitled to any relief as enumerated in paragraph 22 or
19 otherwise.

20 23. Paragraph 23 sets forth legal conclusions as to which no response is required. To the
21 extent that a response is required, the NHL Defendants admit that plaintiffs purport to base
22 jurisdiction on the provisions cited in paragraph 23. Except as expressly admitted herein, the NHL
23 Defendants deny each and every remaining allegation in paragraph 23.

24 24. Paragraph 24 sets forth legal conclusions as to which no response is required. To the
25 extent that a response is required, the NHL Defendants admit that plaintiffs purport to base venue
26 on the provisions cited in paragraph 24. Except as expressly admitted herein, the NHL Defendants
27 deny each and every remaining allegation in paragraph 24.

28

V.

STATUTORY BACKGROUND**A. Federal Antitrust Laws**

25. Paragraph 25 sets forth legal conclusions as to which no response is required. To the extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph 25.

26. Paragraph 26 sets forth legal conclusions as to which no response is required. To the extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph 26.

27. The NHL Defendants admit that the NHL, and on information and belief, other professional sports leagues, favored passage of the Sports Broadcasting Act of 1961 ("the SBA"), 15 U.S.C. §§ 1291 *et seq.*, and refer to the full text of the decisions in United States v. National Football League, 196 F. Supp. 445 (E.D. Pa. 1961) and 116 F. Supp. 319 (E.D. Pa. 1953), for the correct holdings thereof. Except as expressly admitted herein, the NHL Defendants deny each and every remaining allegation in paragraph 27.

28. The NHL Defendants admit that plaintiffs have partially quoted the SBA in paragraph 28, and refer the Court to the full text of the statute at 15 U.S.C. § 1291, but deny that any conclusions can be drawn from such text without consideration of the full statutory language and the complete legislative history of the SBA. The last sentence of paragraph 28 sets forth legal conclusions as to which no response is required. To the extent a response is required, the NHL Defendants specifically deny the legal conclusion stated by plaintiffs therein. Except as expressly admitted herein, the NHL Defendants deny each and every remaining allegation in paragraph 28.

B. California Antitrust Laws

29. Paragraph 29 sets forth legal conclusions as to which no response is required. To the extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph 29.

30. Paragraph 30 sets forth legal conclusions as to which no response is required. To the

1 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
2 30.

3
4 **C. The California Unfair Competition Laws**

5 31. Paragraph 31 sets forth legal conclusions as to which no response is required. To the
6 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
7 31.

8 32. Paragraph 32 sets forth legal conclusions as to which no response is required. To the
9 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
10 32.

11
12 **VI.**

13 **FACTUAL BACKGROUND**

14 33. The NHL Defendants admit that the NHL, as of the 2000-2001 NHL season, is
15 comprised of 30 Member Clubs. The NHL Defendants further admit that these Member Clubs,
16 among other things, participate in the professional hockey league that the NHL operates. Except as
17 expressly admitted herein, the NHL Defendants deny each and every remaining allegation in
18 paragraph 33.

19 34. The NHL Defendants admit that, in addition to those Member Clubs named as
20 defendants herein, plaintiffs have identified the other 24 teams that are Member Clubs of the NHL
21 that will participate in the 2000-2001 NHL season. The NHL Defendants further admit that
22 plaintiffs have collectively referred to these Member Clubs as "NHL Teams" in the Complaint, that
23 such Member Clubs are members of the NHL, that each Member Club has separate ownership from
24 the other Member Clubs, that the NHL Defendants collectively produce NHL hockey, that Member
25 Clubs derive certain local revenue from their operating as members of the NHL, and that Member
26 Clubs participate in on-ice competition between the Member Clubs. Except as expressly admitted
27 herein, the NHL Defendants deny each and every remaining allegation in paragraph 34.

1 35. The NHL Defendants admit that the NHL is authorized to enter into certain contracts
2 on behalf of its Member Clubs relating to live telecast rights. Except as expressly admitted herein,
3 the NHL Defendants deny each and every remaining allegation in paragraph 35.

4 36. The NHL Defendants admit that the NHL is authorized to sell collectively the rights
5 to telecast certain regular season games and that the NHL currently licenses certain games for
6 telecast over a national over-the-air broadcast network and certain games for national cable network
7 telecast. Except as expressly admitted herein, the NHL Defendants deny each and every remaining
8 allegation in paragraph 36.

9 37. The NHL Defendants lack sufficient knowledge or information to admit or deny the
10 allegations set forth in paragraph 37, and on that basis generally and specifically deny each and every
11 allegation contained in said paragraph.

12 38. The NHL Defendants admit that a predecessor of the current NHL Center Ice package
13 was first made available to satellite dish owners beginning in the 1994-95 NHL season. Except as
14 expressly admitted herein, the NHL Defendants deny each and every remaining allegation in
15 paragraph 38.

16 39. The NHL Defendants deny the allegations of paragraph 39.

17 40. Paragraph 40 sets forth legal conclusions as to which no response is required. To the
18 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
19 40.

20 41. The NHL Defendants admit that NHLE currently has a contract with DirecTV,
21 pursuant to which DirecTV sells NHL Center Ice. Except as expressly admitted herein, the NHL
22 Defendants deny each and every remaining allegation in paragraph 41.

23 42. The NHL Defendants deny the allegations of paragraph 42

24 43. The NHL Defendants deny the allegations of paragraph 43.

25 44. Paragraph 44 sets forth legal conclusions as to which no response is required. To the
26 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
27 44.

28 45. Paragraph 45 sets forth legal conclusions as to which no response is required. To the

1 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
2 45.

3
4 **VII.**

5 **ANSWERING THE FIRST CAUSE OF ACTION**

6 **Alleged Violation of the Sherman Act, § 1**
7 **(On Behalf of All Plaintiffs and Classes)**

8 46. In response to paragraph 46, the NHL Defendants incorporate herein by this reference
9 and restate their responses to paragraphs 1 through 45 of the Complaint as though fully set forth
10 herein.

11 47. Paragraph 47 sets forth legal conclusions as to which no response is required. To the
12 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
13 47.

14 48. The NHL Defendants deny the allegations of paragraph 48 and state that the NHL
15 Teams, as that term is used by plaintiffs, is defined in paragraph 34 of the complaint, and that certain
16 of the Member Clubs identified by plaintiffs in that paragraph were not members of the NHL during
17 the time frame cited by plaintiffs herein.

18 49. The NHL Defendants admit that the sale of NHL Center Ice by DirecTV is within the
19 flow of interstate commerce and that NHL member clubs are located in numerous states throughout
20 the country. Except as expressly admitted herein, the NHL Defendants generally and specifically
21 deny each and every remaining allegation in paragraph 49, and specifically deny that the NHL
22 telecasts professional basketball games.

23 50. Paragraph 50 sets forth legal conclusions as to which no response is required. To the
24 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
25 50.

26 51. The NHL Defendants deny the allegations of paragraph 51.

27 52. The NHL Defendants deny the allegations of paragraph 52.

28 53. Paragraph 53 sets forth legal conclusions as to which no response is required. To the

1 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
2 53.

3 54. The NHL Defendants deny the allegations of paragraph 54.
4

5 **VIII.**

6 **ANSWERING THE SECOND CAUSE OF ACTION**

7 **Alleged Violation of the Sherman Act, § 2**
8 **(On Behalf All Plaintiffs and Classes)**

9 55. Answering paragraph 55, the NHL Defendants incorporate herein by this reference
10 and restate their responses to paragraphs 1 through 54 of the Complaint as though fully set forth
11 herein.

12 56. Paragraph 56 sets forth legal conclusions as to which no response is required. To the
13 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
14 56.

15 57. The NHL Defendants admit that the NHL has created "NHL Center Ice," which is
16 available on DirecTV. Except as expressly admitted herein, the NHL Defendants deny each and
17 every remaining allegation in paragraph 57.

18 58. Paragraph 58 sets forth legal conclusions as to which no response is required. To the
19 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
20 58.

21 59. Paragraph 59 sets forth legal conclusions as to which no response is required. To the
22 extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph
23 59.

24 60. The NHL Defendants deny the allegations of paragraph 60.
25
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IX.

ANSWERING THE THIRD CAUSE OF ACTION

**Alleged Violation of the Cartwright Act
(On Behalf of The Beer Hunters and Class A¹)**

61. Answering paragraph 61, the NHL Defendants incorporate herein by this reference and restate their responses to paragraphs 1 through 60 of the Complaint as though fully set forth herein.

62. Paragraph 62 sets forth legal conclusions as to which no response is required. To the extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph 62.

63. The NHL Defendants deny the allegations of paragraph 63, and state that the NHL Teams, as that term is used by plaintiffs, is defined in paragraph 34 of the complaint, and that certain of the Member Clubs identified by plaintiffs in that paragraph were not members of the NHL during the time frame cited by plaintiffs herein.

64. Paragraph 64 sets forth legal conclusions as to which no response is required. To the extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph 64.

65. Paragraph 65 sets forth legal conclusions as to which no response is required. To the extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph 65.

66. Paragraph 66 sets forth legal conclusions as to which no response is required. To the extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph 66.

67. The NHL Defendants deny the allegations of paragraph 67.

X.

ANSWERING THE FOURTH CAUSE OF ACTION

**Alleged Violation of the Unfair Competition Act
(On Behalf of The Beer Hunters and Class A')**

68. Answering paragraph 68, the NHL Defendants incorporate herein by this reference and restate their responses to paragraphs 1 through 67 of the Complaint as though fully set forth herein.

69. Paragraph 69 sets forth legal conclusions as to which no response is required. To the extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph 69.

70. Paragraph 70 sets forth legal conclusions as to which no response is required. To the extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph 70.

71. Paragraph 71 sets forth legal conclusions as to which no response is required. To the extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph 71.

72. Paragraph 72 sets forth legal conclusions as to which no response is required. To the extent that a response is required, the NHL Defendants deny the allegations set forth in paragraph 72.

73. The NHL Defendants deny the allegations of paragraph 73.

The NHL Defendants deny all allegations of the Complaint (including headings) not specifically admitted above and further deny that plaintiffs are entitled to any relief in this action.

AFFIRMATIVE DEFENSES

Without assuming any burden of proof that they would not otherwise bear under applicable law, the NHL Defendants assert the following affirmative defenses:

FIRST AFFIRMATIVE DEFENSE

74. The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

75. The challenged conduct is exempted from the antitrust laws by the Sports Broadcasting Act, 15 U.S.C. §§ 1291 et seq.

THIRD AFFIRMATIVE DEFENSE

76. The NHL Defendants are not capable of conspiring with one another within the meaning of the federal and state antitrust laws with respect to the challenged conduct because they are a single economic enterprise.

FOURTH AFFIRMATIVE DEFENSE

77. Plaintiffs lack standing to bring these antitrust claims.

FIFTH AFFIRMATIVE DEFENSE

78. Plaintiffs' claims fail because plaintiffs have not suffered antitrust injury as a result of the challenged conduct.

SIXTH AFFIRMATIVE DEFENSE

79. The conduct alleged in the complaint is reasonably ancillary to a lawful joint venture and hence is lawful under the federal and state antitrust laws. The NHL Defendants state that the NHL, on behalf of its member clubs, has acted lawfully and reasonably to advance the distribution of NHL telecasts, to encourage promotion of the NHL by its telecasters, sponsors and others, to enhance the output of telecasts of NHL hockey games, and to ensure the ability of the NHL to compete effectively with other sports and entertainment alternatives.

SEVENTH AFFIRMATIVE DEFENSE

80. Plaintiffs' claims fail because the NHL Defendants' conduct is justified.

EIGHTH AFFIRMATIVE DEFENSE

81. Plaintiffs' claims are barred by the doctrines of waiver, laches, and/or estoppel.

NINTH AFFIRMATIVE DEFENSE

82. Some or all of plaintiffs' claims are barred by the applicable statutes of limitations.

TENTH AFFIRMATIVE DEFENSE

83. Plaintiffs' claims under state law involve application of statutes that would unduly burden Interstate Commerce and therefore are preempted by the Federal antitrust laws.

ELEVENTH AFFIRMATIVE DEFENSE

84. Plaintiffs cannot sustain this purported class action because they cannot meet the requirements for class certification.

TWELFTH AFFIRMATIVE DEFENSE

85. The NHL Defendants lack sufficient economic power in any properly defined market to enable them to restrain trade in any such market.

THIRTEENTH AFFIRMATIVE DEFENSE

86. Plaintiffs' claims are barred by the indirect purchaser doctrine of Illinois Brick Co. v. Illinois, 431 U.S. 720 (1977).

FOURTEENTH AFFIRMATIVE DEFENSE

87. Plaintiffs' claims fail because, to the extent that any of the challenged conduct occurred, such conduct is legally privileged.

FIFTEENTH AFFIRMATIVE DEFENSE

88. Plaintiffs' claims fail because, to the extent that any of the challenged conduct occurred, there has been no injury to competition as a result of such conduct.

SIXTEENTH AFFIRMATIVE DEFENSE

89. Plaintiffs' claims are barred by the unclean hands doctrine.

SEVENTEENTH AFFIRMATIVE DEFENSE

90. Plaintiffs have suffered no injury as a result of any conduct prohibited by law.

EIGHTEENTH AFFIRMATIVE DEFENSE

91. Plaintiffs' claims fail because, to the extent that any of the challenged conduct occurred, such conduct is lawful under the Copyright laws.

NINETEENTH AFFIRMATIVE DEFENSE

92. Plaintiffs' claims are barred by the Full Faith and Credit clause of the United States Constitution.

The NHL Defendants reserve the right to amend these defenses or to add additional defenses when they become known.

WHEREFORE, the NHL Defendants respectfully request that the Court,

- (a) That plaintiffs take nothing by reason of their Complaint;
- (b) That judgment be entered in favor of the NHL Defendants and against plaintiffs;
- (c) That the NHL Defendants be awarded their costs and attorneys' fees incurred herein;

and

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///

1 (c) For such further and other relief as the Court deems appropriate.
2

3 Dated: September 29, 2000

LARY ALAN RAPPAPORT
PROSKAUER ROSE LLP
2049 Century Park East - 32nd Floor
Los Angeles, California 90067-3206
Tel: (310) 557-2900
Fax: (310) 557-2193

MICHAEL A. CARDOZO
BRADLEY I. RUSKIN
JEREMY R. FEINBERG
PROSKAUER ROSE LLP
1585 Broadway
New York, NY 10036
Tel: (212) 969-3000
Fax: (212) 969-2900

11 By: 
12

13 LARY ALAN RAPPAPORT
Attorneys for Defendants NHL ENTERPRISES, L.P.,
14 NEW YORK ISLANDERS HOCKEY CLUB, L.P.,
d/b/a NEW YORK ISLANDERS, MADISON
15 SQUARE GARDEN, L.P., d/b/a NEW YORK
RANGERS, CHICAGO BLACKHAWK HOCKEY
16 TEAM, INC., d/b/a CHICAGO BLACKHAWKS,
MIGHTY DUCKS HOCKEY CLUB, INC., d/b/a
17 MIGHTY DUCKS OF ANAHEIM, LOS ANGELES
KINGS HOCKEY CLUB, L.P. d/b/a LOS ANGELES
18 KINGS, AND SAN JOSE SHARKS, L.P. d/b/a SAN
JOSE SHARKS
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JURY TRIAL DEMAND

Defendants NHL Enterprises, L.P., New York Islanders Hockey Club, L.P., d/b/a New York Islanders, Madison Square Garden, L.P., d/b/a New York Rangers, Chicago Blackhawk Hockey Team, Inc., d/b/a Chicago Blackhawks, Mighty Ducks Hockey Club, Inc., d/b/a Mighty Ducks of Anaheim, Los Angeles Kings Hockey Club, L.P. d/b/a Los Angeles Kings, and San Jose Sharks, L.P., d/b/a San Jose Sharks hereby request a trial by jury of all issues so triable.

Dated: September 29, 2000

PROSKAUER ROSE LLP

By:


LARRY ALAN RAPPAPORT

Attorneys for Defendants NHL ENTERPRISES, L.P.,
NEW YORK ISLANDERS HOCKEY CLUB, L.P.,
d/b/a NEW YORK ISLANDERS, MADISON
SQUARE GARDEN, L.P., d/b/a NEW YORK
RANGERS, CHICAGO BLACKHAWK HOCKEY
TEAM, INC., d/b/a CHICAGO BLACKHAWKS,
MIGHTY DUCKS HOCKEY CLUB, INC., d/b/a
MIGHTY DUCKS OF ANAHEIM, LOS ANGELES
KINGS HOCKEY CLUB, L.P. d/b/a LOS ANGELES
KINGS, AND SAN JOSE SHARKS, L.P. d/b/a SAN
JOSE SHARKS

PROOF OF SERVICE

I declare that: I am employed in the county of Los Angeles, California. I am over the age of eighteen years and not a party to the within cause; my business address is 2049 Century Park East, Suite 3200, Los Angeles, California 90067-3206.

On September 29, 2000, I served the foregoing document described as:

ANSWER; DEMAND FOR JURY TRIAL

☐ by placing ☐ the original ☒ true copies thereof enclosed in a sealed envelope addressed as follows:

John F. McGuire, Jr., Esq.
Palma Cesar Hooper, Esq.
Daral B. Mazzarella, Esq.
Karen R. Frostrom, Esq.
Thorsnes Bartolotta & McGuire
2550 Fifth Street
Suite 1100
San Diego, California 92103

Mark A. Hovenkamp, Esq.
Grayson, Hovenkamp & Petroski
1221 McKinney
Suite 3850
Houston, Texas 77010

Dale H. Oliver, Esq.
Michael E. Williams, Esq.
Jon D. Corey, Esq.
J.D. Horton, Esq.
MyKhanh P. Shelton, Esq.
Quinn Emanuel Urquhart Oliver & Hedges
865 South Figueroa Street
Tenth Floor
Los Angeles, California 90017-2543

Gerald L. McMahon, Esq.
Stephen J. Segreto, Esq.
Seltzer Caplan McMahon Vitek
2100 Symphony Towers
750 B. Street
San Diego, California 92101-8177

☒ (By U.S. Mail) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ (By Personal Service)

☐ By personally delivering such envelope to the addressee.

☐ By causing such envelope to be delivered by messenger to the office of the addressee.

☐ (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

☒ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on September 29, 2000, at Los Angeles, California.

S. Michiko Kondo

Name

Signature